

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

STIRLING LARKIN,

Plaintiff,

v.

SABER AUTOMOTIVE, LLC and SABER
AUTOMOTIVE, LLC (Montana) together d/b/a
REZVANI MOTORS,

Defendants.

Case No. 1:23-cv-02428-AS

STIPULATED JUDGMENT AND ORDER

WHEREAS:

- A. Plaintiff Stirling Larkin (“Larkin”) commenced this action against Saber Motors on March 22, 2023 by way of a summons and complaint. The complaint was amended on May 15, 2023, on September 26, 2023 and again on January 25, 2024 (the “Complaint”).
- B. On October 16, 2023 Saber Automotive, LLC (California) and Saber Automotive, LLC (Montana) together d/b/a Saber Motors (“Saber Motors”) answered the Complaint and asserted counterclaims (“Counterclaims”) against Larkin.
- C. Saber Motors denies any liability under the Complaint and Larkin denies any liability under the Counterclaims.
- D. The Parties desire to avoid further litigation.
- E. The Parties have entered into a Settlement Agreement which is incorporated herein by reference.

THEREFORE, the Parties agree as follows:

- 1. Saber Automotive, LLC (California) and Saber Automotive, LLC (Montana) consent to this judgment in the United States District Court for the Southern District of New York in favor of Stirling Larkin upon the following terms stated herein.
- 2. Saber Automotive, LLC (California) and Saber Automotive, LLC (Montana) will pay to Larkin’s counsel the sum seventy-five thousand dollars (\$75,000) within one (1) business

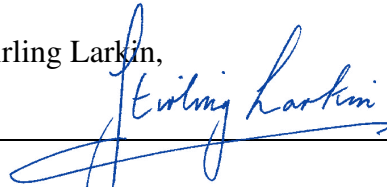
day after the entry of this Stipulated Judgment and Order (“First Installment Payment”). If Saber Automotive, LLC (California) and Saber Automotive, LLC (Montana) fail to make the First Installment Payment the Settlement Agreement and this Stipulated Judgment and Order shall have no force or effect and the Parties will continue to trial.

3. Saber Automotive, LLC (California) and Saber Automotive, LLC (Montana) will pay Larkin the additional sum of two hundred ninety-one thousand six hundred and seventy-six dollars (\$291,676) in twelve (12) monthly installments beginning on August 01, 2024 and ending on July 01, 2025.
4. Saber Automotive, LLC (California) and Saber Automotive, LLC (Montana) shall be deemed in default of the Settlement Agreement when they are more than two business days late with any payment due.
5. Upon default, Larkin may exercise, in his sole discretion, one or more of the following rights:
 - (a) immediately seek to enforce this Stipulated Judgment and Order providing that Larkin shall have judgment against Saber Automotive, LLC (California) and Saber Automotive, LLC (Montana), jointly and severally, for \$366,676, plus interest, less any amounts actually paid by Saber Motors to Larkin pursuant to the Settlement Agreement;
 - (b) take any action to execute and collect on this Stipulated Judgment and Order against him, including but not limited to, the garnishment and or seizure of Saber Motors’ bank accounts and/or assets;
 - (c) exercise any other right granted by law or equity.
6. Larkin shall be entitled to recover any and all of his enforcement costs, including legal fees, incurred in seeking to enforce the Settlement Agreement or this Stipulated Judgment and Order.
7. Upon payment in full, by Saber Automotive, LLC (California) and Saber Automotive, LLC (Montana) the Plaintiff shall file a Satisfaction of Judgment with this Court.
8. This Court shall retain non-exclusive jurisdiction of this action to the extent necessary to enforce the provisions of this Stipulated Judgment and Order, including but not limited to, enable the parties to apply to the Court for such further orders as may be necessary or appropriate for the modification of this Order (including any modification for purposes of adding enforcement costs to the judgment amount) or for the enforcement of compliance herewith.
9. The Court’s entry of this Stipulated Judgment and Order alone will not serve as dismissal of this case. Upon the Court’s entry of this Stipulated Judgment and Order, within one (1) business day of Larkin’s counsel’s receipt of the First Installment Payment the Parties

shall file a stipulation of voluntary dismissal of this action with prejudice, pursuant to Federal Rule of Civil Procedure Rule 41.

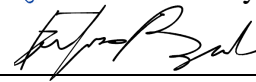
The undersigned have read each paragraph of this document and stipulate, agree and consent to the foregoing terms contained herein.

Stirling Larkin,



Saber Automative, LLC,
a California limited liability company

By:

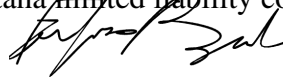


Name: Ferris Rezvani

Title: CEO

Saber Automative, LLC,
a Montana limited liability company

By:



for Saber Automative

Name: Ferris Rezvani

Title: CEO

ORDER:

Good cause appearing, IT IS ORDERED that judgment be entered in favor of Stirling Larkin, and against Saber Automative, LLC (California) and Saber Automative, LLC (Montana), jointly and severally, for \$366,676, plus interest, according to terms of the Stipulated Judgment set forth herein.

Date: June 17, 2024



The Honorable Arun Subramanian
United States District Judge